

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:
THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO
RICO,

as representative of

THE COMMONWEALTH OF PUERTO
RICO, et al.,

Debtor

PROMESA Title III

No. 17 BK 3283-LTS
(Jointly Administered)

IN RE:
THE FINANCIAL OVERSIGHT AND
MANAGEMENT BOARD FOR PUERTO
RICO,

as representative of

PUERTO RICO ELECTRIC POWER
AUTHORITY

Debtor.

PROMESA Title III

No. 17 BK 4780-LTS

**MOTION BY COMITE DIALOGO AMBIENTAL ET AL. IDENTIFYING EXPERT
WITNESSES FOR 9019 MOTION HEARING**

TO THE HONORABLE COURT:

COMES NOW, Comité Diálogo Ambiental, Inc., El Puente de Williamsburg, Inc.-
Enlace de Acción Climática, Comité Yabucoño Pro-Calidad de Vida, Inc., Alianza Comunitaria
Ambientalista del Sureste, Inc., Sierra Club Puerto Rico, Inc., Mayagüezanos por la Salud y el
Ambiente, Inc., Coalición de Organizaciones Anti Incineración, Inc., Amigos del Río Guaynabo,
Inc., parties-in-interest in the captioned case, through its undersigned attorney and respectfully
states and prays as follows:

1. On May 22, 2019, the Honorable Court entered an Order Extending and Establishing Deadlines Applicable to the Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012 (A)(1) and 9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement [ECF No. 1235]. (Docket #1253). The court stated June 5th, 2019, as the deadline for Disclosure of experts, their curriculum vitae, and the general subjects upon which the experts will testify.
2. The undersigned oppose the RSA, including but not limited to the following provisions and reasons:
 - i) “Implementation Date: The cutoff date for eligibility for treatment as a Grandfathered BTMG Customer (see below) shall be September 30, 2020 (the “Implementation Date”).” Proposed Order attached to Joint Motion of Puerto Rico Electric Power Authority and AAFAF, at p. 122 of 150, Doc# 1235-1 (May 10, 2019).
 - ii) “Grandfathered BTMG Customers: Customers with behind the meter generation (“BTMG Customers”) that was approved, in place, and operational prior to the Implementation Date (each, a “Grandfathered BTMG Customer”) will be subject to a monthly Transition Charge in the form of a fixed charge calculated for each month by multiplying the Transition Charge Rate applicable to such month by a monthly average of the Grandfathered BTMG Customer’s Net Consumption over the prior twenty-four (24) month period, after taking into account a three (3) month lag time (such period, the “Twenty-Four Month Period”).¹⁹ The fixed charge shall be revised as set forth in (1) and (3) of “Fixed Charge Updates.” Any Grandfathered BTMG Customer whose behind the meter generation capacity increases by more than 20%

above the capacity in place on the Implementation Date shall cease in the next billing period and in all subsequent billing periods to be considered a Grandfathered BTMG Customer to the extent of the behind the meter generation capacity increase.

Notwithstanding anything to the contrary provided in this Term Sheet, all Grandfathered BTMG Customers shall cease to be Grandfathered BTMG Customers on the twentieth (20th) anniversary of the Effective Date and each such Customer shall thereafter be a Non-Grandfathered BTMG Customer.” *Id.*

- iii) “NonGrandfathered BTMG Customers: All BTMG Customers other than Grandfathered BTMG Customers, including former BTMG Customers that cease to be Grandfathered BTMG Customers (each, a “Non-Grandfathered BTMG Customer”), shall be obligated to pay the Servicer for the cost of installing at, a minimum, a revenue grade meter to measure the amount of electricity that is generated behind the meter (each such meter, a “BTMG Meter”). The BTMG Meter shall be in place and functioning by the time the Customer’s behind the meter generation system first comes online. The BTMG Meter shall be installed immediately after the behind the meter generation system and before such generated electricity reaches any load...” *Id.* At pp. 122-23 of 150.

- iv) The effect of the RSA is to impose an unreasonable and unacceptable burden to the use, production, and development of renewable energy.
- v) The RSA cannot be exempt from the applicability of Law-17-2019 and other environmental protection laws in Puerto Rico.

- vi) The RCA will impose an unfair economic and environmental burden on poorer communities both as direct effect of the securization charge for decades to come and the continued and incremented emissions from the use of fossil fuels.
3. The undersigned announce as expert witness Dr. Agustín Irizarry-Rivera, professor at the Department of Electrical Engineering and Computers at the Mayagüez Campus of the University of Puerto Rico. Dr. Irizarry obtained his Bachelor degree from the University of Puerto Rico Mayagüez in 1988, his master degree from the University of Michigan, Ann Arbor in 1990 and his Ph.D. from Iowa State University in 1996, all degrees in electrical engineering. Dr. Irizarry was elected as Citizen Representative to the PREPA Governing Board from June 2012 to June 2014. He has vast experience in electric power systems dynamics, renewable energy resources and sustainable integration of renewables into existing power grids. Dr. Irizarry's Curriculum Vitae is attached as Exhibit [1].
 4. Dr. Irizarry will provide testimony explaining the harmful impacts of the Restructuring Support Agreement on Puerto Rico's commitment to energy independence, energy affordability, and hurricane resilience. Dr. Irizarry will further explain how the Agreement's fixed Transition Charge will impede PREPA's efforts to comply its obligations to install Energy Efficiency and Distributed Renewable Generation to the island's electricity grid.
 5. Also, the undersigned announce as expert witness Mr. Daniel Gutman. In more than a dozen matters, Mr. Gutman has provided expert analysis of the harmful impacts of emissions from utility projects on human health. Mr. Gutman has testified before administrative agencies as an expert, on behalf of the Environmental Protection Agency and local environmental organizations. Mr. Gutman holds a Bachelor of Science degree from the Massachusetts

Institute of Technology and a Master of Science degree from the University of Illinois. Mr. Gutman's resume is attached as Exhibit [2].

6. Mr. Gutman will present testimony on the current violations and health impacts from emissions at Puerto Rico's fossil fuel power plants. Mr. Gutman will further explain the harmful health impacts from the Restructuring Support Agreement on Puerto Ricans who live near these plants.

WHEREFORE, it is respectfully requested from this Honorable Court to take notice of the above for all relevant purposes.

I HEREBY CERTIFY that, on this same date, I filed this document electronically with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all parties of record and CM/ECF participants in this case.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 5th day of June 2019.

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